

FEBRUARY 28, 2003

~~NOVEMBER 30, 2002~~

~~AUGUST 31, 2002~~

~~AUGUST 31, 2001~~

~~AUGUST 31, 2000~~

CONTRACT PERIOD THROUGH ~~AUGUST 31, 1999~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **REFEREE FOR INMATE GRIEVANCES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **AUGUST 5, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Hazel Blain, MCSO
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

(Please remove SERIAL 93182-RFP & 95158-RFP from your contract notebooks)

SPECIFICATIONS ON CALL FOR BIDS FOR: REFEREE FOR INMATE GRIEVANCES

1.0 SUPPORTIVE SPECIFICATIONS:

1.1 PURPOSE:

The purpose of this document is to define the general requirements for Maricopa County Sheriff's Office, or other County Agencies on an as needed basis.

1.2 SCOPE:

This document defines the basic services required, the proposal procedures and the evaluation and award criteria, and other factors pertinent to this proposal.

The Contractor shall furnish all labor.

1.3 OBJECTIVES:

It is the intent of Maricopa County to procure the services of the most qualified person(s).

Maricopa County reserves the rights to award this contract in whole or in part to one or more vendors.

1.4 TERMS:

The term of the contract shall become effective upon acceptance by the Maricopa Board of Supervisors and shall be in effect for a period of two (2) years from date of award with the option to renew.

1.5 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

1.6 ESCALATION:

Requests for price adjustments must be submitted thirty (30) days prior to the annual renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation.

1.7 INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The content of this proposal and the selected person's response is to be incorporated, in total, into the contract.

1.8 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposal.

1.9 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

1.0 SUPPORTIVE SPECIFICATIONS: (Continued)

1.10 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this proposal.

1.11 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor.

1.12 AMPLIFYING DATA:

Should any proposer wish to submit amplifying data with this proposal, a statement should be made on the bottom of the proposal that such amplifying material is a part of the proposal attach material to the proposal form(s).

1.13 SCHEDULE OF EVENTS:

Request for Proposals Issued: June 19, 1998

Deadline for submission of proposals, 2:00 P.M., MST on July 2, 1998. All proposals must be received before 2:00 P.M. on above date at Maricopa County Materials Management Department, 320 West Lincoln, Phoenix, Arizona 85003.

Proposed review of proposals: July 2-7, 1998

Proposed vendor presentations: July 10, 1998

Proposed selection and negotiation: July, 1998

Proposed award of proposal: August, 1998

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the proposer by parties other than the County.

1.14 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

LYNN LEMMERMANN, LEAD PROCUREMENT SPECIALIST - (602) 506-3169

Technical Telephone inquiries shall be addressed to:

LT. HOGAN - (602) 256-5327 or THE HEARING OFFICER SUPERVISOR at (602) 256-5305

1.15 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide an original and three (3) copies of their proposal. Proposers are to address proposals to the Maricopa County Department of Materials Management, Serial 98068-RFP, 320 West Lincoln, Phoenix,

Arizona 85003. Proposals must be signed by a sole proprietor who has been authorized to make such commitments.

1.0 SUPPORTIVE SPECIFICATIONS: (Continued)

1.16 VENDOR INCURRED COSTS:

The costs incurred in preparing proposals, or incurred in any other way, by the vendor responding to this document may not be charged to Maricopa County.

1.17 REJECTION OF PROPOSALS:

Maricopa County reserves the right to reject any, and all, proposals received in response to this proposal as determined to be in the best interests of the County. Although Maricopa County retains the right to reject proposals at its discretion, the County agrees to take reasonable care to protect any Proposer's proprietary information, which comes to the client's attention solely as part of response to this proposal.

1.18 CHANGES TO SPECIFICATIONS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposals.

1.19 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

1.20 GENERAL:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the contract being sought.

The vendor should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the vendor deems them necessary to accomplish the program.

1.21 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format:

1.21.1 Personal Qualifications - Experience in understanding of jail/prison grievance processes. A resume of professional experience, education and the ability to write clearly and other pertinent information.

Include proof of writing ability and understanding of Hart vs. MCSO by including proof of any submitting personally prepared synthesis not to exceed three pages.

1.21.2 Information of your experience with jail/prison grievances.

1.21.3 Other data, including absence of any criminal record as verified by the MCSO.

1.21.4 Conflict of Interest – is there any past or current involvement in any litigation concerning MCSO?

1.22 PROPOSAL EVALUATION CRITERIA:

1.22.1 Conformance to the requirements of this RFP.

1.22.2 Proven skills and technical competence.

1.22.3 Experience with criminal justice administration especially in the area of prisoner grievance process in jails and prisons.

1.22.4 References.

1.22.5 Vendor presentation to the selection committee. (optional)

1.0 SUPPORTIVE SPECIFICATIONS: (Continued)

1.23 GENERAL:

Proposals will be evaluated by a committee composed of various Maricopa County personnel. Requests for presentations or clarification of portions of the proposals are considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

1.24 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will be limited to evaluation criteria listed in the proposal. The contract will be awarded by the Board of Supervisors to a qualified person(s).

1.25 BASIC EVALUATION PROCEDURE:

Step 1 Review of all Proposals to Conformance of this RFP.

Step 2 The elimination of all proposals, which deviate, substantially from the basic intent of the proposal.

Step 3 An assessment of the remaining proposers. This assessment will also include a review of the vendor personnel capability and the previous experience of each vendor.

Step 4 Verification of vendor reference.

Step 5 Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected vendors. The time and place for oral presentations will be announced at a later date, if such a presentation is required.

Step 6 Capability of the vendor to participate in this particular program, including eligibility.

Step 7 Tabulation and recommendation of potential vendor.

2.0 SCOPE OF WORK:

2.1 It is expected that the external referee will review each external grievance. Based upon the documentation received, a determination will be made if a formal hearing is to be held. A formal hearing includes an on-site interview with the grievant. Issues to monitor closely for formal hearing consideration include; but are not limited to:

- Possible excessive use of force by staff.
- Violation of restraint policies
- Serious legal, medical or dental complaints
- Possible civil rights violation

The referee(s) will render a decision in every case referred to him, and this decision will resolve all the issues raised by the inmate's grievances. See attached for recent volume of services rendered. A similar requirement volume is anticipated during the base period awarded in this agreement.

2.1 The County shall furnish the referee(s) with an appropriate facility in which to hold said hearings.

2.3 The County establishes the compensation rate. Funds for vendor services shall be paid by the Risk Management Trust Fund when the grievance/complaint concerns a matter which could be raised in Federal District Court under 42 U.S.C., 1983. When the complaint does not concern a matter which could be raised in Federal Court under 42 U.S.C., 1983, the funds for vendor services shall be paid by the Inmate Services Fund Appropriate Funds Source.

2.4 Vendor shall have eighteen calendar days from receipt of the external appeal form:

2.4.1 to review the complaint, attached appeals and responses;

2.4.2 if necessary, to schedule a hearing with notice given to both the facility and inmate of the date, time and place of the hearing;

2.4.3 to provide the inmate with a written response of his decision on the matter.

2.0 SCOPE OF WORK: (Continued)

- 2.5 Vendor shall expedite the hearing review procedure whenever, in vendor's judgement, the situation threatens the immediate health or safety of the inmate and shall present his findings and recommendations, if any, to the inmate and other appropriate party(ies). The County shall timely advise vendor of any such circumstances, which it believes to exist.
- 2.6 Vendor shall only accept grievances referred through the Custody Bureaus and Satellite Jails assigned to the Enforcement Bureau.
- 2.7 Vendor shall not accept grievances from one inmate submitted on behalf of other inmates or grievances pertaining to the handling of a disciplinary hearing.
- 2.8 At any formal hearing, the inmate shall be allowed to present his basis for appeal. The inmate may not be represented at the hearing by an attorney or other representative. Staff witnesses shall not be interrogated or cross-examined by the appealing inmate. Likewise, the appealing inmate shall not be interrogated or cross-examined by staff.
- 2.9 Vendor may continue a hearing if, in his judgement, further evidence or information from either the appealing inmate or the staff is required prior to rendering a decision.
- 2.10 Vendor shall be provided with a copy of Hart vs. MCSO amended judgement and a complete set of the Maricopa County Sheriff's Office Policy Manuals, and the Federal Court order covering Maricopa County Grievance Procedures and will comply with its provisions in the conduct of his duties pursuant to this agreement.
- 2.11 Vendor in his written response to the inmate shall state whether or not in his opinion the inmate has been harmed and what the appropriate remedy shall be. Report shall contain findings, conclusion & recommendations and will also identify if the grievance is unfounded, exonerated, sustained or partially sustained.
- 2.12 Vendor does not have the authority to recommend and/or order any disciplinary action against an employee of the Maricopa County Sheriff's Office.
- 2.13 The County, at its sole cost and expense, agrees to defend and hold vendor harmless from all claims, costs, fees and penalties arising out of acts and/or omissions performed in the capacity of vendor and within the scope of this agreement. This provision to indemnify shall cover the entire period of vendor's service, including claims that may be presented after the agreement terminates, so long as the claim related to acts and omissions alleged to have been committed pursuant to this agreement.
- 2.14 The County reserves all rights, privileges, discretion and prerogatives conferred upon the Sheriff by law with regard to the maintenance, management and administration of the Maricopa County Jails.

3.0 ADMINISTRATIVE INFORMATION:**3.1 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.0 ADMINISTRATIVE INFORMATION: (Continued)

3.2 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

3.3 FINANCIAL STATUS:

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsive and/or non-responsible, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

3.4 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Sheriff's Office shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.5 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

3.6 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

3.7 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

3.0 ADMINISTRATIVE INFORMATION: (Continued)**3.8 FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.9 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under this Agreement must be processed by the County through the Contractor's Contracts Manager. Upon the execution of this Agreement, the County will name its representative who will be legally authorized to obligate the County under this Agreement.

3.10 REFERENCES:

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

3.11 BID PROTESTS AND DISPUTE RESOLUTION:

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

3.12 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

3.13 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

3.14 VENDOR WITHDRAWAL:

If, at any time prior to the opening of this proposal a vendor decides to withdraw its proposal, that vendor shall give written notice to the Materials Management Director, 320 West Lincoln, Phoenix, Arizona 85003.

3.15 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

3.16 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

3.0 ADMINISTRATIVE INFORMATION: (Continued)

3.17 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 CONTRACT ADMINISTRATION:

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. The successful bidder will be made aware of the findings from the process and participate in the post award meeting. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.22 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.23 ADDITIONAL COSTS:

Any vendor who causes the county to incur additional costs to review and verify invoices due to vendor submitting incorrect data. (E.G. Quotes and equipment and software, invoices etc.) will be charged for Maricopa County's costs to review and correct such erroneous billings.

3.0 ADMINISTRATIVE INFORMATION: (Continued)

3.24 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protests concerning this request for proposals must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

4.0 TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this proposal will be a requirements contract. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

4.3 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.4 APPROPRIATION CONTINGENCY:

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.5 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.0 TERMS AND CONDITIONS: (Continued)

4.7 INDEMNIFICATION:

To the fullest extent permitted by law, the Trustee shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Trustee, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Trustee or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or service the Trustee may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.8 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

4.0 TERMS AND CONDITIONS: (Continued)

4.8 INSURANCE REQUIREMENTS: (continued)

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Professional Liability. The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

4.9 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.10 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

4.11 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.0 TERMS AND CONDITIONS: (Continued)**4.12 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

4.13 SEVERABILITY:

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

4.15 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the written consent of the County shall be null and void and shall constitute a breach of this Agreement.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

4.18 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

4.19 DELIVERY:

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

4.0 TERMS AND CONDITIONS: (Continued)**4.20 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.21 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.21.1 Cancel the contract, if it is currently in effect.

4.21.2 Determine the amount, which the County was overcharged, and submit a request for payment from the vendor for that amount.

4.21.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

5.0 INSTRUCTIONS FOR PROPOSAL:**5.1 EXCEPTIONS TO THE BID SOLICITATION:**

The Contractor will identify and list all exceptions taken to all sections of 98068-RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for the contractors exception. The Contractor will list these exceptions in the Best and Final Proposal under the heading "Exception to the Bid Solicitation, BS98068-RFP". Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Bid Solicitation, BS98068-RFP", shall be considered invalid and void and of no contractual significance.

The County reserves the rights to reject, render the proposal non-responsive, enter into negotiation on any of the contractor exceptions, or accept them outright.

6.0 EVALUATION FACTORS:**6.1 COMPETITIVE NEGOTIATION:**

Proposals should follow format per paragraph 1.21. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated proposer(s).

LL/slt

cc: Lt. Hogan, Office of the Sheriff's

COLT JR LLC, C.J. BEDDOME, 85 MINGUS MOUNTAIN ROAD, SEDONA AZ 86336-5829

7.0 PRICING:

COMMODITY #: SO83702/**B0602778**

Services per Paragraph 2.0 Scope of Work

7.1 RATE PER HOUR: \$ 45.00 /per hour

7.2 OTHER OPTIONAL SERVICES & FEES: _____

Mileage allowance is the same rate authorized for County Employees and allowance shall not exceed 50 miles to and from the vendor's place of residence for each day of service rendered. (Rate as of May 1998 = 31.5¢/mile)

TERMS: NET 30

FEDERAL TAX ID NUMBER: ~~52-7263127~~ **37-1456642**

VENDOR NUMBER: ~~527263127~~ **371456642 A**

TELEPHONE NUMBER: (928 ~~520~~) 282-0940

FAX NUMBER: **928/204-0780**

CONTACT PERSON: C. J. BEDDOME

TO COVER PERIOD ENDING ~~AUGUST 31, 1999 2000 2001 2002~~ ~~NOVEMBER 30, 2002~~ **FEBRUARY 28, 2003.**

EDWARD J. CASSIDY, 3029 W. McRAE WAY, PHOENIX AZ 85027

7.0 PRICING:

COMMODITY #: SO83702/**B0602778**

Services per Paragraph 2.0 Scope of Work

7.1 RATE PER HOUR: \$ 45.00 /per hour

7.2 OTHER OPTIONAL SERVICES & FEES: _____

Mileage allowance is the same rate authorized for County Employees and allowance shall not exceed 50 miles to and from the vendor’s place of residence for each day of service rendered. (Rate as of May 1998 = 31.5¢/mile)

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	86-0839267 51-7260422
TELEPHONE NUMBER:	(602)-780-3881 623/780-3881
FAX NUMBER:	623/780-3882
CONTACT PERSON:	EDWARD J. CASSIDY
VENDOR NUMBER:	860839267-A 517260422
CONTRACT PERIOD:	TO COVER PERIOD ENDING AUGUST 31, 1999-2000-2001-2002 NOVEMBER 30, 2002 FEBRUARY 28, 2003.

JAMES M. GARITSON, 1519 E. MICHELLE DRIVE, PHOENIX AZ 85022

7.0 PRICING:

COMMODITY #: SO83702/**B0602778**

Services per Paragraph 2.0 Scope of Work

7.1 RATE PER HOUR: \$ 45.00 /per hour

7.2 OTHER OPTIONAL SERVICES & FEES: _____

Mileage allowance is the same rate authorized for County Employees and allowance shall not exceed 50 miles to and from the vendor's place of residence for each day of service rendered. (Rate as of May 1998 = 31.5¢/mile)

TERMS: NET 30

FEDERAL TAX ID NUMBER: 52-5444290

TELEPHONE NUMBER: (602) 493-4012

CONTACT PERSON: JAMES M. GARITSON

VENDOR NUMBER: 525444290

CONTRACT PERIOD: TO COVER PERIOD ENDING ~~AUGUST 31, 1999 2000 2001 2002~~
~~NOVEMBER 30, 2002.~~ **FEBRUARY 28, 2003.**